



Perry Neichoy <perry@pwn-mediate.com>
 City of Bainbridge Island

comment Tani Creek Short Plat Plan PLN50590

FEB 09 2018

Perry Neichoy <perry@pwn-mediate.com>

To: efairleigh@bainbridgewa.gov, perry Neichoy <brushdeer@gmail.com>, Perry Neichoy <perry@pwn-mediate.com>

Fri, Jan 26, 2018 at 1:57 PM

Ellen,

Please accept this email as the comment on the Tani Creek Short Plat Plan PLN50590 on behalf of Shirley K. Neichoy, owner of Lot N which borders the NW lot line of lot O.

I have referenced several exhibits and photos in this comment that I will list below and bring by so that you may scan them in as part of my comments and for the record:

1. Architect Dana Weber Short Plan Explanation Nov. 6, 2017
2. Declaration Of Covenant 3/9/2001
3. Second Amendment to Covenants 8/1/2003
4. Millet Preliminary Short Plat Plan 11/6/2017

Photos 12

Mrs. Neichoy and I (we) are opposed to the Short Plat Plan proposed by the Millet's on several grounds. Please see exhibits 1 through 4 and photos 1-12. We further incorporate other comments and attachments filed by other landowners opposing the proposed plan into our comments by reference.

First, when we purchased our home on lot N, in October of 2013, we understood that each home in this development must be built on at least 5 acres and that the covenants and restrictions on the lots making up the development only allowed one single family home per lot. We believe that the documents attached as exhibits support our understanding of the restrictions.

Second, pursuant to the DECLARATION OF COVENANT 3/9/2001, exhibit 2 page 2, "Lot O is restricted from being divided or redivided." This restriction specifically pertains lot O and runs with the land, lot O, and is a restriction placed on anyone having any interest in the property from the date it was signed and recorded. This restriction was properly filed in the deed records and was made a part of the Millet's proposed plan as an attachment. Therefore, lot O should not be split into two lots based on the recorded documents and the reasonable expectations and reliance on those covenants and restriction of the other owners in the development and especially the adjoining lot owners.

Third, the proposed easement extension referenced in exhibit 1 and drawn on exhibit 4 page 4 would be in direct violation of the Vegetation Protection plan in exhibit #3 page 2. The photos that I have attached clearly show that in order to extend the easement, as drawn in exhibit #4 page 4, to access the southern end of lot O would require cutting natural vegetation and multiple very large trees that are within 25' of the lot N lot line. This would be in direct violation of the Vegetation Protection Plan which is clearly a restriction on the use of lot O.

Even if the City decided to approve the plan, which we hope it does not, the proposed plan as drawn would fail because the easement extension cannot run along the boundary of lots O and N because of the Vegetation Restriction and therefore I must be extended through the proposed building site on proposed lot B.

There are clearly other options Please see photo #6. Accessing their proposed home site by extending the easement to the left of the big fur tree in photo #6 appears to me to be a cleaner and clearer path but would run through the building site Lot B building site. The photos show that this route would have the least impact on the large fur and cedar trees.

Also, virtually every tree in photo #6 would be cut down for both the proposed easement and the building site for proposed lot B, if the proposed plan was approved. Honestly it would change the entire look of that entire hill. The solitude and the beauty of the east lot line of lot N would changed forever.

Fourth, the configuration or dimensions of the building site on proposed lot B seems very odd. Moreover, basically every tree and, many if not most of the trees on the building site on lot B are large trees, would have to be clear cut to make room for the home. Cutting the trees would most likely pose potentially serious erosion issues and would obviously impact the wetlands which is the majority of proposed lot B.

Fifth, we are assuming that when this land was originally developed back in the early two thousands City of Bainbridge approved the plan along with the covenants and restrictions, lot size, population density, access and easements ect.

In conclusion, for the reason stated above we are opposed to the proposed short plat plan and the easement extension as drawn on exhibit 4 page 4. Please take these comments, exhibits and, photos into consideration when reviewing and making a decision on this proposal.

Thank You,
Perry and Kay Neichoy

Date: November 6, 2017

To: City of Bainbridge Island, Planning and Community Development

From: Dana Webber Architect

RE: Preliminary Short Plat Application- 3310 Tani Creek

Tax ID# 102402-1-008-2004

Bainbridge Island, WA 98110

This memo is to provide explanation to accompany the preliminary short plat application for the referenced project.

Pre-App

A Pre-App conference for this property was conducted on 7/16/2016 by Kelly Tayara. The checklist that was provided as a result of that meeting was used for this submittal.

Project Description

The property owner intends to build their home on the resulting southern parcel of the proposed subdivision. It is their intent to finalize the short plat and sell the northern parcel for the development of a single family residence. A house design has been completed for the owner's home on the southern parcel. If the review time for the short plat is considerable, it is our intent to submit the plans for building permit on the existing parcel without precluding the ability to divide the parcel, with subsequent approval of the subdivision.

Access Easement at Park Buffer

There is a 30' access easement across private property between this parcel and Tani Creek Lane. The extension of an access easement is required for access to the southern parcel. Pre-Application references a 30' easement outside of the park buffer. The engineer has proposed an 18' easement to provide the driveway serving the one house (and accommodating emergency vehicles) with adequate area for grading. See attached sections by civil engineer.

BIMPRD Trail Easement

The architect and owner have been negotiating with BIMPRD through the BI Parks Foundation for a trail easement between the park boundary and the northern boundary of the property. At the northern portion of the property, the space between the slope setback and the west boundary is narrow. Therefore the trail easement will coincide with the access easement.

Exhibit # 1

P38 Title Report
miller Title Report 2x pdf



200103090308

Page: 1 of 6

03/09/2001 04:04P

PACIFIC NW TITLE

COVEN \$13.00 Kitsap Co, WA

AFTER RECORDING RETURN TO:

Samson Family Land Co., LLC
149 Finch Place, Suite 4
Bainbridge Island, WA 98110

PNW732056614

DECLARATION OF COVENANT

Grantor: Samson Family Land Co., LLC

Grantee: ~~Owners of Property described in~~
~~Exhibits A and C~~

Legal Description: Lot O of West Blakely BLA
Recording #3194250
Sec. 3, T.24N, R.2E, W.M.

Assessor's Tax Number: 102402-1-008-2004

Reference Numbers of Documents Released or Assigned: N/A

7th This Declaration of Covenant ("Covenant") is executed and made effective this day of March, 2001 by, SAMSON FAMILY LAND CO., LLC (Declarant), as the Owner of land situated within the City of Bainbridge Island, Kitsap County, Washington, legally described in Exhibit A ("Real Property"), to hereby impose the following covenant upon the Real Property.

RECITALS

- A. Declarant is the present owner of the Real Property, which consists of 1 parcel totaling 5.89 acres and is commonly described as Lot O of West Blakely BLA Recording # 3194250.

Exhibit #2

B. Declarant desires to subject the Real Property to the terms, provisions, limitations, restrictions, and conditions set forth in this Covenant for the benefit of the present and future owners of the Real Property, and their respective heirs, successors, assigns and grantees.

NOW, THEREFORE, Declarant hereby declares, acknowledges, covenants, and agrees that the following covenants, restrictions and conditions shall bind the Real Property.

1. Declaration of Covenant. Declarant, for itself and its heirs, successors, assigns, and grantees, and all persons and entities having or acquiring any interest in any portion of the Real Property, hereby declares, acknowledges, covenants, and agrees that the Real Property shall be held, sold, and conveyed subject to the terms, provisions, limitations, restrictions, and conditions of this Covenant. Declarant hereby covenants that said property shall not be divided or redivided. Therefore, Lot O is restricted from being divided or redivided.

2. Binding Effect. This Covenant and all of its terms, provisions, limitations, restrictions and conditions (1) shall run with the land and burden, bind, and benefit the Real Property, and (2) shall bind the owners of the Real Property, and their respective heirs, successors, and assigns.

3. Benefited Parcels. The "Benefited Parcels" are those parcels L and M of the enclosed drawings Exhibit B (032402-4-023-2008 and 102402-1-007-2005) and legally described in Exhibit C. This Covenant and all of its terms, provisions, limitations, restrictions and conditions shall run with the land and benefit and are enforceable by the Benefited Parcels and their respective heirs, successors, and assigns.

4. Attorneys' Fees. If any legal action is brought to enforce any part of this Declaration of Covenant and Agreement, then the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and costs incurred, including any fees and costs incurred on appeal.

5. Recording. This Covenant shall be recorded with the Kitsap County Auditor's office.

 200103090308
Page: 2 of 6
03/09/2001 04:04P
PACIFIC NW TITLE COVEN \$13.00 Kitsap Co, WA

DECLARANT

Kelly
SAMSON FAMILY LAND CO. LLC

EXHIBITS

Exhibit A - Legal Description of Parcel O

Exhibit B - Map of Benefited Parcels

Exhibit C - Legal Descriptions of Parcels L and M

STATE OF WASHINGTON)

) ss:

COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Kelly Samson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of Samson Family Land Co., LLC, pursuant to the provisions of the limited liability corporation and acknowledged said instrument to be the free and voluntary act of said limited liability corporation for the uses and purposes mentioned in said instrument.



Dated March 7, 2001

NAME: Stefany Mooney

Notary Public in and for the State of
Washington. Bremerton, WA
Commission Expires: 06/19/04



PBDecLot O\LD\3/1/01

EXHIBIT "A"

RESULTANT PARCEL O (Port Blakely Tree Farms, L.P.)

That portion of the Northeast quarter of the Northeast quarter of Section 10, Township 24 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the North quarter corner of said Section 10;
Thence along the North line of said Section 10, South $89^{\circ}05'04''$ East 1318.87 feet to the Northwest corner of said Northeast quarter of the Northeast quarter of Section 10, also being the Northeast corner of Block 11 of the plat of Pleasant Beach Tracts as recorded in Volume 4, Page 20 of plats, records of Kitsap County;
Thence along the East line of said Block 11 and Block 12 of said plat, South $01^{\circ}53'24''$ West 425.40 feet to the True Point of Beginning;
Thence continuing South $01^{\circ}53'24''$ West 237.97 feet to a concrete monument at the Southeast corner of said Block 12;
Thence South $02^{\circ}15'26''$ West 662.03 feet to a concrete monument at the Southwest corner of said Northeast quarter of the Northeast quarter of said Section 10;
Thence along the South line of said subdivision, South $89^{\circ}33'25''$ East 315.00 feet;
Thence North $02^{\circ}15'26''$ East 450.00 feet;
Thence North $12^{\circ}30'55''$ West 456.39 feet;
Thence North $88^{\circ}06'36''$ West 200.00 feet to the True Point of Beginning.

Subject to and Together with easements, restrictions and reservations of record



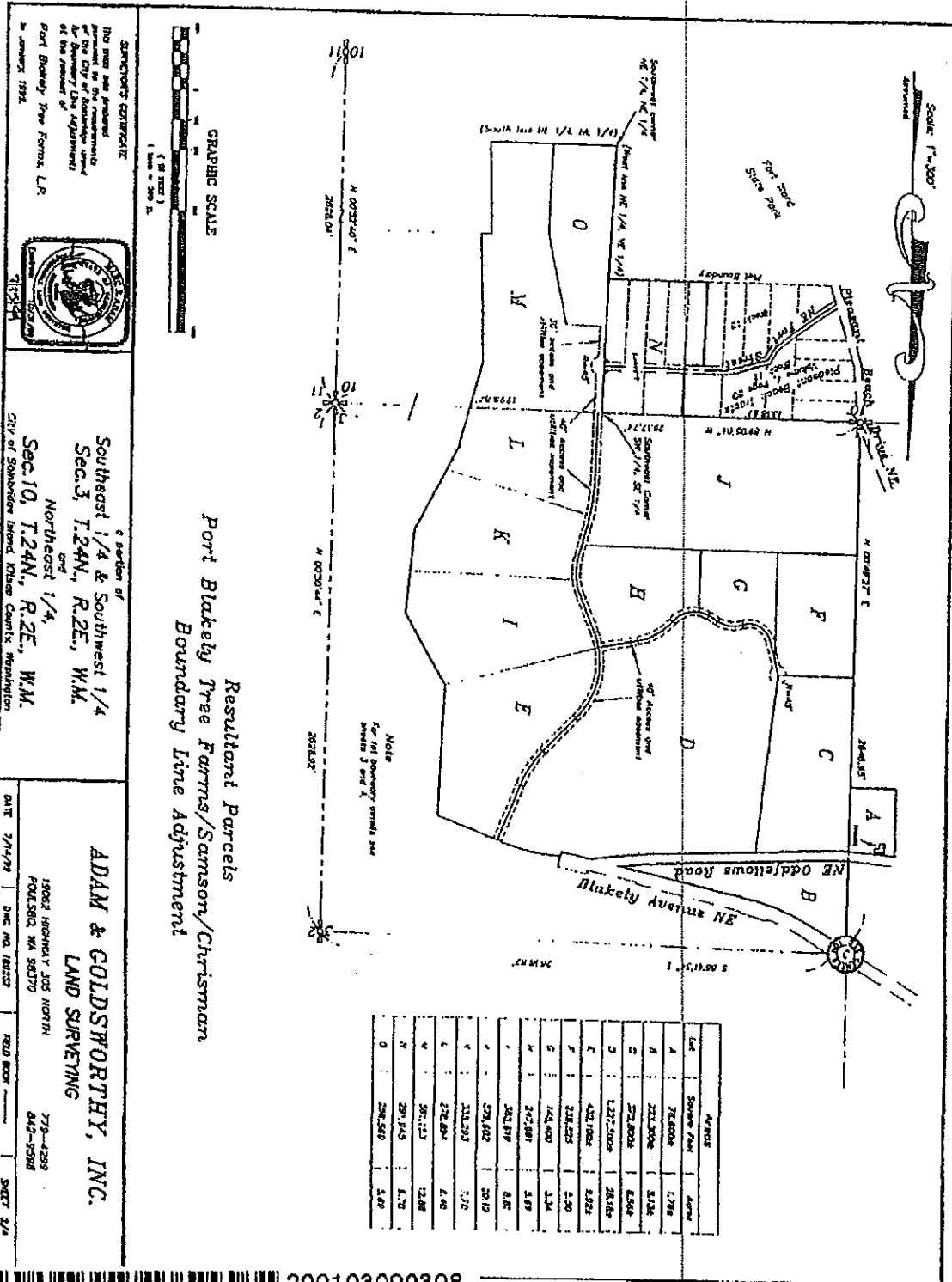
200103090308

Page: 4 of 6
63/09/2001 04:04P
Kitsap Co, WA

PACIFIC NW TITLE

COVEN \$13.00

EXHIBIT "B"



200103090308

Page: 5 of 6

83/89/2881 84:84P

PACIFIC NW TITLE

COVER \$13.60

Kitsap Co, WA

AFTER RECORDING, RETURN TO:

Madison Glen L.L.C.
149 Finch Place SW, Suite 4
Bainbridge Island, Washington 98110



PACIFIC NW TITLE

200308010596

Page: 1 of 18
08/01/2003 04:13P
COVEN \$55.00 Kitsap Co, WA

PNCT 32274775

EXCISE TAX EXEMPT AUG 1 2003

This document is to replace and supercede that certain document recorded under AFN # 200307310827

SECOND AMENDMENT TO
REVISED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

Grantors/Grantees:

Madison Glen, L.L.C., a Washington limited liability company; Jay Rosenberg and Elizabeth Shreve; Daniel G. and Nancy W. Smith; Mark J. Olson and Linda C. Walk; Ann Munro and Joseph Doniach; Daniel R. Twardzik and Jane E. Ranchalis; Gloria D. Recg and Steven D. Given; Steven C. and Monique A.H. Summers; Bror C. and Cheryl D. Elmquist; and Kevin Cross

Abbrev. Legal Des.:

Portions of the Southeast quarter of Section 3, Township 24 North, Range 2 East; Portions of the Northeast quarter of the Northeast quarter of Section 10, Township 24 North, Range 2 East; and Lots 1 and 2, Block 11, and Lots 1, 2, 3, 4 and 5, Block 12, of the Plat of Pleasant Beach Tracts, Vol. 4, Pg. 20 of plats, all in Kitsap County, Washington. (See Exhibit A for full legal descriptions).

Tax Account Nos:

032402-4-013-2000, 032402-4-014-2009, 032402-4-016-2007, 032402-4-031-2008, 032402-4-032-2007, 032402-4-019-2004, 032402-4-020-2001, 032402-4-033-2006, 032402-4-034-2005, 032402-4-035-2004, 102402-1-1-010-2000, 102402-1-008-2004, 032402-4-028-2003, 032402-4-027-2004, 032402-4-026-2005 and 032402-4-025-2006.

This SECOND AMENDMENT TO REVISED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Amendment") is made and entered into by and among the undersigned (collectively, the "Owners") with respect to the following facts:

A. The Owners are the fee owners of that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

B. The Owners and/or their predecessors in title to the Property previously entered into that certain Revised Declaration of Covenants, Conditions, Restrictions and Easements [West Blakely Parcels], dated as of March 22, 2000, recorded on April 20, 2000, under Kitsap County Auditor's File No. 3249713 (the "CCR Declaration"); and

C. The Owners now desire to amend the CCR Declaration on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. Amendments to CCR Declaration. The CCR Declaration is hereby amended as follows:

a. Restatement of Section 3.6 Building Setbacks. The Owners agree to the deletion of Section 3.6 in the CCR Declaration and to restate as follows:

Exhibit #13

3.6 **Building Setbacks.** Setback requirements for all Residences, Improvements and other improvements shall meet City requirements. No Residence or other structure or building Improvement shall be located any nearer than forty feet (40') to the external boundaries any Lot line, or seventy-five feet (75') from the centerline of any public or private roads, except the setbacks for Residences and other structures or building Improvements on Lot B shall be twenty-five feet (25') from both the external lot boundaries and of the centerline of any public or private road. Notwithstanding any terms in this Declaration to the contrary, no setback requirements shall apply to any common boundary lines between any of the following lots: E, G1, I, J1, K1 and L1. For the purpose of this Declaration, caves, steps, chimneys and open porches shall not be considered as part of the Improvements excluded from a setback area.

b. Restatement of Section 3.10 Vegetation Protection. The Owners agree to the deletion of Section 3.10 in the CCR Declaration and to restate as follows:

3.10 **Vegetation Protection.** Owners shall not remove trees with a trunk diameter of twelve inches (12") or greater, measured DBH (diameter breast height), within twenty-five feet (25') of any Lot line, except this restriction shall not apply to Lot B. Notwithstanding any terms in this Declaration to the contrary, no vegetation protection portion shall apply to any common boundary lines between any of the following lots: E, G1, I, J1, K1 and L1. Notwithstanding the foregoing, an Owner may remove dead trees or other hazardous vegetation, subject to compliance with any city laws and regulations. Owners shall not remove trees or other vegetation on their Lots except in compliance with applicable City laws and regulations.

2. General Terms. This Amendment shall be recorded in Kitsap County, Washington, and shall serve as notice to all interested parties. This Amendment may not be modified or terminated except by a written agreement, executed and acknowledged by all of the Owners, and recorded in Kitsap County, Washington. This Amendment may be executed in any number of separate counterpart originals.

DATED as of 6/30/03, 2003.

SIGNATURES ON NEXT PAGE

 200308010596
Page: 2 of 18
08/01/2003 04:13P
PACIFIC NW TITLE COVEN \$55.00 Kitsap Co, WA

200201020252
Page: 1 of 14
01/02/2002 02:57P
Kitsap Co, WA
PACIFIC NW TITLE COVEN \$31.00
City of Bainbridge Island

After Recording Return To:

Samson Family Land Co. LLC
149 Finch Place SW, Suite 4
Bainbridge Island, WA 98110

JAN 29 2018

Planning and
Community Development

PWT 32062367

EXCISE TAX EXEMPT JAN 2 2002

**REVISED
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
[West Blakely Lot N]**

Grantor(s)/Grantees

Samson Family Land Co. L.L.C.

Legal Description:

Lot N of West Blakely BLA
Recording #3194250
Sec. 3, T.24N, R.2E, W.M.

Additional Legal Description:

See Exhibit A of this document.

Assessor's Tax Parcel Nos:

032402-4-013-2000, 032402-4-014-2009, 032402-
4-015-2008, 032402-4-016-2007, 032402-4-017-
2006, 032402-4-018-2005, 032402-4-019-2004,
032402-4-020-2001, 032402-4-023-2008, 102402-
1-007-2005, 4164-011-001-0208, 102402-1-008-
2004

ARTICLE 1. PURPOSE AND DECLARATION

1.1 Property. Samson Family Land Company (Limited Liability Company) (Declarant"), owns certain real property located in the City of Bainbridge Island, Kitsap County, Washington, legally described in Exhibit A ("Property").

1.2 Submission to Declaration. Declarant hereby declares that the Property shall be held, used, transferred and conveyed subject to the restrictions, covenants,

CC&R's 12-27-01

- 1 -

**Exhibit #3
~~Supplement~~**

200307310821
Page: 3 of 17
07/31/2003 04:28P
Kitsap Co, WA
PACIFIC NW TITLE COVEN \$54.00

3.2 Maintenance. Each Lot, the Improvements thereon and associated landscaping shall be maintained by the Owner thereof in a reasonably neat, clean and sightly condition at all times, shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris, and shall be free of activities or conditions which unreasonably interfere with the rights of other Owners to use and enjoy any part of the Property. All refuse shall be kept in sanitary closed containers screened from the view of any other Lot or any public right-of-way or private access easement, and the containers shall be emptied regularly and their contents disposed of off the Property.

3.3 Screening. Each Lot Owner shall screen from the view of any other Lot and any public right-of-way or private access easement, all conspicuous antennae and satellite reception dishes, refuse containers (as provided in Section 3.2 above) and the long-term (more than 72 hours) parking or storage of vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment, goods, materials or device.

3.4 Fences, Walls and Shrubs. Fences, walls or shrubs are permitted to delineate the lot lines of each Lot, so long as such fences, walls or shrubs do not interfere with utility or other recorded easements. No barbed wire or corrugated fiberglass fences shall be erected on any Lot.

3.5 Temporary Residential Structures. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, or other out buildings shall be placed or used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way or on any part of the Property may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located or the Owner that is otherwise responsible.

3.6 Building Setbacks. Setback requirements for all Residences, Improvements and other improvements shall meet City requirements. No Residence or other structure or building Improvement shall be located any nearer than forty feet (40') to the external boundaries of any Lot line, or seventy-five feet (75') from the centerline of any public or private roads (except Fort Street), except the setbacks for Residences and other structures or building Improvements on Lot B shall be twenty-five feet (25') from both the external lot boundaries and of the centerline of any public or private road. For the purpose of this Declaration, eaves, steps, chimneys and open porches shall not be considered as part of the Improvements excluded from a setback area.

3.7 Signs. Any signs permitted on the Property shall comply with applicable laws and ordinances.

CC&R's 12-27-01

- 3 -

200201020252
Page: 3 of 14
81/02/2002 02:57P
PACIFIC NW TITLE COVEN #31.00 Kitsap Co., WA

200307310821
Page: 5 of 17
87/31/2003 04:28P
COVEN #54.00 Kitsap Co., WA
PACIFIC NW TITLE

reservations, easements and conditions set forth in this Declaration. This Declaration is designed to protect and enhance the value, desirability and attractiveness of the Property.

ARTICLE 2. DEFINITIONS.

- 2.1 "CITY" means the City of Bainbridge Island.
- 2.2 "DECLARANT" means Samson Family Land Company (Limited Liability Company), a Washington limited liability company.
- 2.3 "IMPROVEMENT" means any Residence (including guest house, accessory living quarters or other dwelling unit), gazebo, barn, garage, driveway, fence, wall, gate, patio, shed, tennis or basketball or sport court, cabana, swimming pool or other recreational facility, any utility and storm water facilities, and any other building or structure of any type on any Lot.
- 2.4 "RESIDENCE" means an Improvement that is designed to be used for a personal residence.
- 2.5 "LOT" means each of the parcels legally described on Exhibit A (which initially consists of Parcels B, C, D, E, F1, G1, H, I, L1, M1, N and O and shown on Exhibit B, and subdivided or other legally segmented and alienable portions of such parcels.
- 2.6 "OWNER" means Samson Family Land Company L.L.C. and each subsequent record owner or contract purchaser, whether one or more persons or entities, of a fee simple interest to any Lot or Residence. Contract sellers and mortgagees or others having an interest in a Lot or Residence merely as security for performance of an obligation shall not be considered "Owners."
- 2.7 "PROPERTY" means all of the real property described in Exhibit A.

ARTICLE 3. LAND USE RESTRICTIONS

3.1 **Use Restrictions.** Each Lot shall be used solely for (i) private single-family residential purposes and (ii) related facilities normally accessory or incidental to a residential community and which is not precluded by the zoning applicable to the Lot. No Lot shall be short platted or subdivided without City approval. Each Residence shall be site built and no tent, trailer, modular or mobile home shall be used as a Residence. No Residence shall be constructed which exceeds three stories in height, exclusive of basement. All construction shall conform to the requirements of the State of Washington codes (building, mechanical, electrical, plumbing) in force at the commencement of the construction, including the latest revisions thereof.

CC&R's 12-27-01

- 2 -

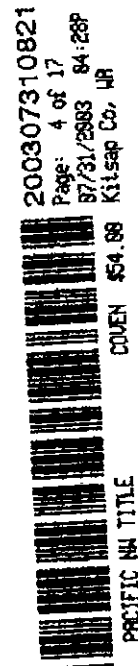


PACIFIC NW TITLE

200201020252

Page: 2 of 14
01/02/2002 02:57P
Kitsap Co, WA

COVEN \$31.00



PACIFIC NW TITLE

COVEN

\$54.00

87/31/2003 04:28P
Page: 4 of 17
200307310821
Kitsap Co, WA

3.8 Animals. Animals may be kept on a Lot consistent with City laws and regulations. Animals shall not be kept or bred on a Lot for commercial purposes except to the extent allowed by City laws and regulation and so long as no noise, odor or other adverse impacts occurs on other Lots from such activities. All pens and enclosures shall be kept reasonably clean, odor free and screened from the view from other Lots, public rights-of-way and private access easements at all times.

3.9 Delegation of Use and Responsibilities. If an Owner rents or leases his Lot, the Owner shall deliver a copy of this Declaration to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing contractors, agents, guests and service personnel of the contents of this Declaration.

3.10 Vegetation Protection. Owners shall not remove trees with a trunk diameter of twelve inches (12") or greater, measured DBH (diameter breast height), within twenty-five feet (25') of any Lot line, except this restriction shall not apply to Lot B. Notwithstanding the foregoing, an Owner may remove dead trees or other hazardous vegetation, subject to compliance with any city laws and regulations. Owners shall not remove trees or other vegetation on their Lots except in compliance with applicable City laws and regulations.

ARTICLE 4. UTILITIES, DRAINAGE EASEMENTS

4.1 Utilities and Drainage Easements. Declarant and each Owner hereby grant, reserve and establish hereby-nonexclusive utility and drainage easements over the ten-foot (10') wide strip on each Lot lying parallel with and adjacent to any public or private street for the benefit of every other Owner, as needed to provide utility and drainage service to the Lots. Utilities include, but are not limited to, electric, telephone, gas, cable television service and water. Each Owner, and any utility purveyor authorized by any Owner, shall have the right to enter upon the easements over the Lots to install, maintain, repair and replace utility and drainage facilities to effectuate the purposes of the easements. Improvements shall be underground to the extent feasible. No Improvement, plantings, material, fill, or other substances or obstruction may be placed in the easements if it would interfere with any utility or drainage service or maintenance. Each Owner shall keep that portion of the drainage easement located on his/her Lot free of debris and functioning. Each Owner shall maintain in proper working order all storm drainage facilities on his/her Lot, which utilize the drainage facilities, located in the easements.

ARTICLE 5. GENERAL PROVISIONS

5.1 Enforcement. Declarant and each Owner shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, covenants and easements.

CC&R's 12-27-01

- 4 -



PACIFIC NW TITLE



COVEN \$31.00 Kitsap Co, WA

200201020252

Page: 4 of 14
01/02/2002 02:57P
Kitsap Co, WA

200307310821

Page: 6 of 17

07/31/2003 04:28P

COVEN \$54.00 Kitsap Co, WA



PACIFIC NW TITLE

ments now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or an Owner to enforce any right, duty, obligation or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of legal action to enforce this Declaration, the prevailing party shall be entitled to recover court costs, reasonable attorneys' fees and any other expenses of litigation.

5.2 Limitation of Liability. So long as Declarant acts in good faith without willful or intentional misconduct upon the basis of information reasonably obtained, Declarant shall have no liability to any Owner or other person for any of Declarant's action, omissions or errors under this Declaration.

5.3 Binding on Successors. The provisions of this Declaration shall run with the Property and apply to and bind the successors and assigns in interest and all parties having or acquiring any right, title or interest in the Property or any portion thereof.

5.4 Amendment. No amendment of this Declaration shall have a material adverse effect on any right of any Owner. After the Development Period, this Declaration may be amended by an instrument signed by Owners owning lots which are equal to or greater than 67% of the acreage comprising the Property. Any amendment must be recorded before it is effective. "Development Period" means the time during which the Declarant owns any portion of the Property or there are still improvements being constructed by Declarant on the Property, and the Development Period shall end at the earlier of: (a) sale of all of the Property to Owners other than Declarant; (b) notice from Declarant; or (c) twenty (20) years after the date of recording this Declaration.

5.5 Interpretation. Use of the singular herein shall include reference to the plural, and vice versa, and use of the masculine gender shall include reference to the feminine gender. The captions in this Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Declaration. The captions are not to be used in interpreting this Declaration.

5.6 Severability. The invalidation of any one of the provisions herein by judgment or court order shall not in any way affect any other provision, which shall remain in full force and effect.

DATED this 28 day of Dec, 2001.

DECLARANT:

Samson Family Land Company L.L.C.

By: Kelly Samson
Kelly Samson

CC&R's 12-27-01

- 5 -


200201020252
Page: 5 of 14
01/02/2002 02:57P
PACIFIC NW TITLE COVEN \$31.00 Kitsap Co, WA

200307310821
Page: 7 of 17
07/31/2003 04:28P
PACIFIC NW TITLE COVEN \$54.00 Kitsap Co, WA

OWNERS:

Samson Family Land Company L.L.C.

By:


Kelly Samson

ATTACHMENTS:

Exhibit A Legal Description of Property
Exhibit B Map of Property

ACKNOWLEDGMENT

STATE OF WASHINGTON

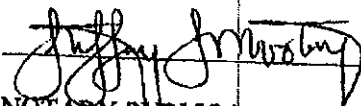
COUNTY OF KING

} ss.

On this 28th day of December, 2001 before me, a Notary Public in and for the State of Washington, personally appeared Kelly Samson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Member of Samson Family Land Co. L.L.C., a Washington limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton, WA
My appointment expires 12-19-04
Print Name Steffany L Mootry

CC&R's 12-27-01

- 6 -

 200201020252
Page: 6 of 14
91/82/2002 82:57P
PACIFIC NW TITLE COVEN \$31.00 Kitsap Co, WA

200307310821
Page: 8 of 17
87/31/2003 84:28P
COVEN \$54.88 Kitsap Co, WA
PACIFIC NW TITLE

Millet Preliminary Short Plat
NE 1/4, NE 1/4, Sec.10, T.24N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

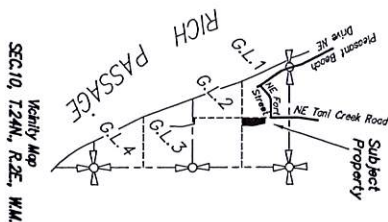
Owner:	Kris & Lorie Millet 8015 210th Avenue Silverdale, WA 98287 lormillet@gmail.com kornillet@gmail.com
Current use:	Undeveloped
Proposed water service:	Kitsap PUD No. 1
Proposed sewer service:	Individual on-site septic systems
Assessor's Account No.	102402-1-008-3004
Zoning:	R-0.4
Comprehensive Plan:	OSR-0.4
Compliance with the fire flow requirements of BMC 20.04 will be by residential sprinkler systems.	
Application File No.	

Legal Description:

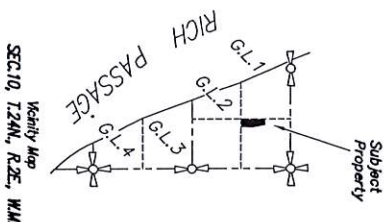
Resident Parcel Q of the Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 319420, situate in the Northwest quarter of the Northeast quarter of Section 10, Township 24 North, Range 2 East, Meridian 2, of Bainbridge Island, Kitsap County, Washington. Also subject to and together with easements, restrictions and reservations of record.

National Flood Insurance Program Designation

Lots A & B: Zone X
 Flood Insurance Rate Map 53035C0394F
 Effective Date: 02/03/2017



Weekly Map
SEC.10, T.24N., R.2E., W.M.



Weekly Map
SEC.10, T.24N., R.2E., W.M.

City of
Bainbridge Island
 Kitsap County, Washington
 Assessor's Account No.102402-1-008-3004

Director's Approval
 Approved for recording pursuant to Bainbridge Island Municipal Code, Chapter 17.12.
 Gary Christensen, AICP
 Director of Planning and Community Development

Notice
 1. Responsibility and expense for maintenance of streets serving lots within this Short Subdivision City) shall rest with the lot owner.
 2. Any further subdivision of lots within this Short Subdivision shall be subject to the requirements of the City of Bainbridge Island Municipal Code.

Treasurer's Certificate
 I hereby certify that real property taxes are current for the subdivided property shown hereon to:
 Date: _____

Surveyor's Certificate
 Kitsap County Treasurer



I, **Adam Goldsworthy**, registered as a professional land surveyor by the State of Washington, hereby certify that this Short Plat is based upon an accurate survey conducted by me or under my direct supervision, during the period of December, 2016, through November, 2017, that the distances, courses and angles are shown between correctly, and that the survey has been shown to the satisfaction of the City of Bainbridge Island.

Auditor's Certificate
 Filed for record this _____ day of _____, 2017, at the request of **Adam Goldsworthy-Oak**.
 Auditor's File No. _____
 County Auditor _____ by _____ Deputy Auditor _____

ADAM • GOLDSWORTHY • OAK
 A G O LAND SURVEYING, LLC
 1015 NE HOSMARK ST. (360)779-4299
 POUISO, WA 98370 (206)942-9598
 DATE 11/8/17 FIELD BOOK 1391/26-43
 DRAWING 6179P-31 SHEET 1 / 4

Exhibit #4

Millett Preliminary Short Plat
NE 1/4, NE 1/4, Sec.10, T.24N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Notes

- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.
- 3) This property is subject to the **Amended Declaration of Road Easement** as recorded under Auditor's File No. 1249173 and the **First Amendment to the Amended Declaration of Road Easement** recorded under Auditor's File No. 20012100891.
- 4) This property is subject to the **Declaration of Covenant, Conditions, Restrictions and Easements** as recorded under Kitsap County Auditor's File No. 20012100891, and revised under Auditor's File No. 20012100922, and **Revised Declaration of Covenant, Conditions, Restrictions and Easements** under Auditor's File No. 20012100922, and revised under the **Second Amendment to Revised Declaration of Covenant, Conditions, Restrictions and Easements** under Auditor's File No. 2003290105396.
- 5) This property is subject to the **Declaration of Covenant** as recorded under Auditor's File No. 2001005803002, and revised under Auditor's File No. 2003070310221.
- 6) This property is subject to an **Agreement and Mutual Release** as recorded under Kitsap County Auditor's File No. 200210020494.
- 7) Refer to the **Boundary Line Adjustment** recorded under Kitsap County Auditor's File No. 2194220.
- 8) Refer to the survey recorded in Volume 70, Page 24-33 of survey records of Kitsap County, Washington.

Conditions

Minimum Building Separation and Setbacks

Building to Building - Minimum 10 feet
Building to side lot - Minimum 25 feet
Building to access easement - Minimum 10 feet
Building to open space - Minimum 10 feet

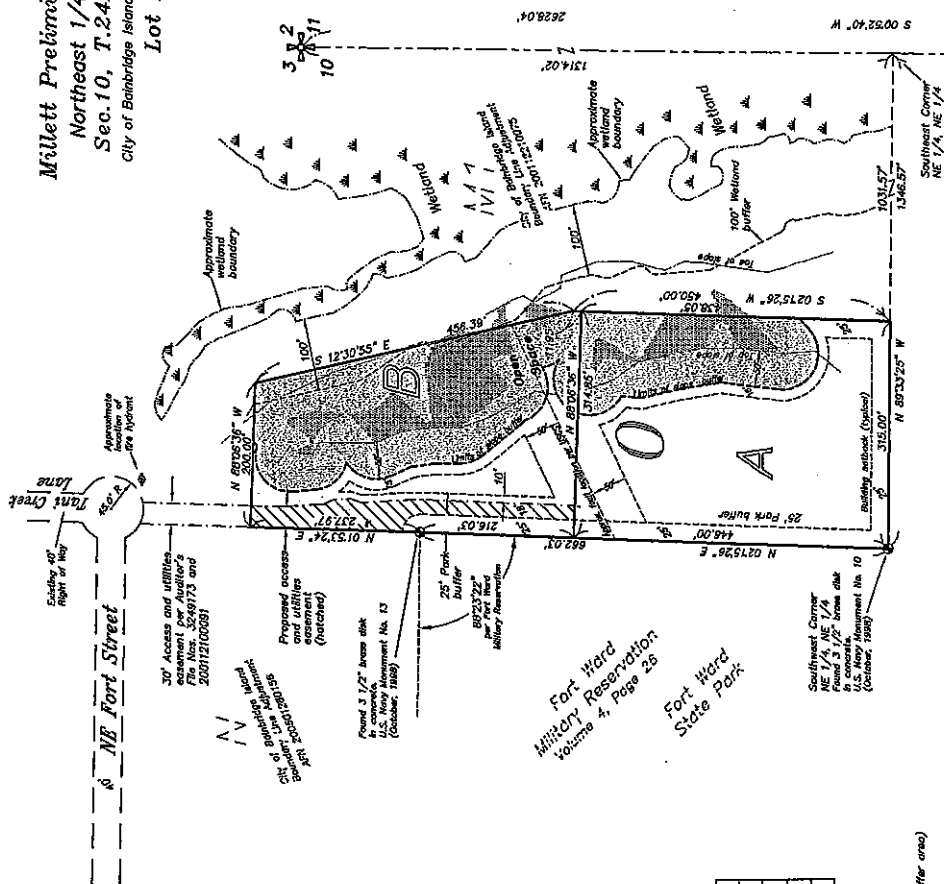
Lot Coverage

Minimum lot coverage for each lot: 12,628 sq. ft.



ADAM GOLDSWORTHY-OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)778-4299
POULSBO, WA 98270 (206)442-0598
DATE 11/6/17 FIELD BOOK 1391
DRAWING 617285P2 SHEET 2/ 4

Millett Preliminary Short Plat
Northeast 1/4, Northeast 1/4
Sec.10, T.24N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington



Lot Areas			
Total Area	258,569 sq. ft.		5.89 Acres
Open Space	106,270 sq. ft. (41%)		
Lot A	139,169 sq. ft.		3.19 Acres
Lot B	117,400 sq. ft.		2.70 Acres

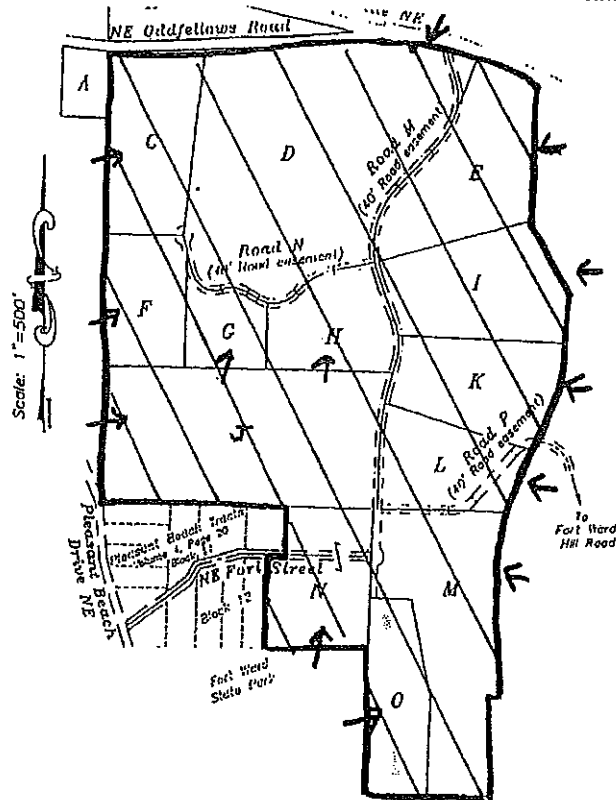
ADAM - GOLDSWORTHY - OAK
A G O LAND SURVEYING, LLC
10105 NE HOSTMARK ST. (360) 779-4299
POULSBORO, WA 98370 (206) 942-8598

DATE 11/6/17 FIELD BOOK 1391
DRAWING 61790594 SHEET 4 / 4

Notes:

- 1) Open space is to be privately owned by the lot which it occurs on.
- 2) The 100' wetland buffer shown is per the City of Bainbridge Island GIS map.

EXHIBIT D - BENEFITED PARCELS - MAP



West Blakely Boundary Line Adjustment

Road Easements

Sec's. 3 & 10, T.24N., R.2E., W.M.

City of Bainbridge Island
Kitsap County, Washington



ADAM
&
GOLDSWORTHY, INC.
LAND SURVEYING

19062 HWY 305 NORTH 779-4299
POULSON, WA 98370 842-6598



PACIFIC NW TITLE

PNESMT \$32.00

3249173
Page: 25 of 25
04/18/2008 01:15P
Kitsap Co, WA



NORTH
EASEMENT
LOT "D"
AND
BOUNDARY
WITH LOT
"N"

TANI CREEK
CIRCLE
(North)
↓

#1



THESE
TREES
ARE IN
THE ORIGINAL
EASEMENT

#2



LARGE TREES ON NORTH END OF
LOT "D" IN THE ORIGINAL EASEMENT
(THERE IS ACCESS THROUGH THE
GATE OFF TANI CREEK THAT
DOES NOT INTERFERE WITH
THE TREES)



Lot "O"
AND
Lot "N"
BORDER
SEE photo
#6

#4



S



#6

POTENTIAL
ACCESS
TO SOUTH
END OF
LOT 'O'

N AND O
FENCE

PROPOSED
EASEMENT
EXTENSION

END OF ORIGINAL
EASEMENT
(PROPERTY LINE
FOR NORTH
END OF LOT
'O')

N



THESE TREES
AND VEGETATION
WOULD
REQUIRE
REMOVAL IF
THE PROPOSED
PLAN WAS
APPROVED

END OF
ORIGINAL
EASEMENT
AND NORTH
BOUNDARY
OF LOT "O"

#1



Trees
that would
~~probably~~
be cut
down if
proposed
plan was
approved

#8



#9

TREES
REMOVED
IF PRO-
POSED PLAN
WAS
APPROVED
WITHIN
25' OF
N AND O
LOT LINE



TREES
REMOVED
IF PRO-
POSED
PLAN
WAS
APPROVED



Tree
would be
cut if
PROPOSED
PLAN WAS
APPROVED

#11





PROPOSED EASEMENT EXTENSION
WOULD TAKE OUT ALL OF
THESE TREES ALONG THE
EAST LINE OF LOT N AND WEST
LINE OF LOT O

#13